HOMESTEAD—SALE—VALIDITY OF CONTRACT—INTENT OF STATUTE.—Plaintiff contracted for the sale of the homestead of which she and her husband were joint owners, without the husband joining in the contract, but he thereafter confirmed it. The defendant refused to carry out the contract because of section 6961, GENERAL STATUTES, 1913, which provides in part as follows: —"But if the owner be married, no mortgage of the premises, nor any sale or other alienation thereof, shall be valid without the signature of both husband and wife." *Held,* the contract valid and enforcible by the plaintiff. *Lennartz* v. *Montgomery,* (Minn., 1917), 164 N. W. 899.

The defendant contended and the dissenting opinion adopted the same reasoning, that the contract was absolutely void under the statute, it being for the sale of the homestead, and the husband not having signed. The cases cited by the dissenting judges unfortunately, however, presented situations where the homestead owner was being sued so as to give validity to the contract and enable the purchaser to deprive the owner of his homestead. *Barton* v. *Drake,* 21 Minn. 299; *Law* v. *Butler,* 44 Minn. 482; *Weitzner* v. *Thingstad,* 55 Minn. 244. In those cases the courts held that under a statute the same as the one in question in the instant case, the contracts were not voidable but void. In the principal case the majority held that only the owners of the homestead were protected by the statute, and that the statute did not protect the purchaser so as to enable him to repudiate the contract.

HUSBAND AND WIFE—CONTRACTS OF MARRIED WOMAN—LAW OF PLACE OF CONTRACT.—Defendant, with her husband, entered into a contract with plaintiff. The contract was made in Oregon and was to be performed there. Later defendant separated from her husband and removed to Idaho, where plaintiff sued her on the contract made in Oregon. It was conceded that the contract was valid in Oregon, and that it would be void if made in Idaho, where a married woman's right to contract was limited to contracts for her own use or benefit or in reference to her separate estate. The controversy was over the question of whether the courts of Idaho should give effect to the law of Oregon determining the capacity of a married woman to contract. *Held,* that the contract was valid and would be enforced in Idaho. BUDGE, C. J., dissenting. *Meier & Frank Co.* v. *Bruce* (Idaho, 1917), 168 Pac. 5.

The dissenting opinion conceded the general rule that validity is determined by the application of the law of the place of the transaction, if it is a "voluntary" one, as is a contract. But it was contended that the settled public policy of Idaho should defeat the application of the rule in the case of a contract made by a married woman. In the prevailing opinion, which applies the general rule, only two cases are cited in support of the position taken by the court, and one of these, *Milliken* v. *Pratt,* 125 Mass. 374, is not in point, since there was no settled policy in Massachusetts against a married woman so contracting. The other case cited, *International Harvester Co.* v. *McAdam,* 142 Wis. 114, involved a situation similar to that of the instant case, with a similar result. Although the reasoning of the Wisconsin court (that if the court should refuse to enforce contracts such as are here involved merely because the policy of the state is otherwise, the result would

be to enforce them only when they would be valid if made in the state of the forum) would seem sound, yet most of the cases cited by the Wisconsin court fail to support the decision because no fixed policy was actually violated. *Milliken* v. *Pratt, supra; Bell* v. *Packard,* 69 Me. 105; *Bowles* v. *Field,* 78 Fed. 742; *Baum* v. *Birchall,* 150 Pa. St. 164; *Young* v. *Hart,* 101 Va. 480. Furthermore, the statement of the Wisconsin court and of the Idaho court in the instant case that the exception contended for by the dissenting opinion applies only where the enforcement of the contract would be pernicious or grossly immoral is stronger than actually necessary to the decision. On the other hand, the cases cited in the dissenting opinion are hardly in point, inasmuch as they involve the situation where the married woman is already domiciled in the state where enforcement is sought, and makes the contract while out of the state only temporarily. *Armstrong* v. *Best,* 112 N. C. 59; *First National Bank* v. *Shaw,* 109 Tenn. 237; *Brown* v. *Dalton,* 105 Ky. 669. See, too, *Union Trust Co.* v. *Grosman,* U. S. S. C. No. 106, decided Jan. 7, 1918. In the latter situation there would be good reason for refusing to enforce the contract, because of the tendency thus to avoid the law of the forum. The tendency of modern authority appears to be with the prevailing opinion. *International Harvester Co.* v. *McAdam* (1910), *supra; Barbee & Co.* v. *Bevins, Hopkins & Co.* (Court of Appeals of Ky., 1917), 195 S. W. 154 (A case in which the domicile was the state of the forum, the note in question being governed by the law of West Virginia because the decision was delivered there.); *Young* v. *Bullen* (Court of Appeals of Ky., 1897), 43 S. W. 687. But there is authority *contra*: *Hayden* v. *Stone,* 13 R. I. 106. Also, as is conceded in all of the cases cited above, the fact must never be overlooked that the enforcement of contracts made outside the forum depends wholly upon international comity.

INJUNCTION — RESTRAINING USE OF NAME AND PICTURE — CIVIL RIGHTS LAW.—Defendant film manufacturing company used plaintiff's name and picture without her consent, for display in a moving picture film (entitled "Universal Animated Weekly", and purporting to represent plaintiff as a woman lawyer who had solved a murder mystery), and on posters and placards advertising the film, which film defendant marketed and sold for profit. *Held,* plaintiff was entitled to an injunction *pendente lite,* under the Civil Rights Law (N. Y. CONSOL. LAWS, c. 6) secs. 50 & 51, prohibiting the use of the name, portrait, or picture of any living person, without his consent, for advertising or trade purposes, and giving the person, whose name, portrait, or picture is so used, an equitable action, to restrain such use, and for damages. *Humiston* v. *Universal Film Mfg. Co.* (N. Y. S. C.), 167 N. Y. Supp. 98.

Previous cases involving the interpretation of the above sections of the New York Civil Rights Law have held: that said statute is a valid and constitutional enactment, *Rhodes* v. *The Sperry & Hutchinson Co.,* 193 N. Y. 223; that "a picture is not used for 'advertising purposes' within its meaning unless the picture is part of an advertisement, while 'trade' refers to commerce or traffic, not to dissemination of information", *Jeffries* v. *N. Y. Eve. Journ. Pub. Co.,* 124 N. Y. Supp. 780; that "the right of privacy under the